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*Attorneys for Irving H. Picard, Trustee
for the Substantively Consolidated SIPA Liquidation
of Bernard L. Madoff Investment Securities LLC
and the Estate of Bernard L. Madoff*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (SMB)

SIPA LIQUIDATION

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Substantively
Consolidated SIPA Liquidation of Bernard L.
Madoff Investment Securities LLC and Bernard L.
Madoff,

Plaintiff,

v.

MATHEW AND EVELYN BROMS
INVESTMENT PARTNERSHIP; MATHEW
BROMS REVOCABLE TRUST, in its capacity as

Adv. Pro. No. 10-04985 (SMB)

a Partner of the Mathew and Evelyn Broma Investment Partnership; MATHEW BROMS MARITAL TRUST A U/A DATED 1/10/74, in its capacity as a Partner of the Mathew and Evelyn Broma Investment Partnership; MATHEW BROMS CREDIT TRUST U/A DATED 1/10/74, in its capacity as a Partner of the Mathew and Evelyn Broma Investment Partnership; EVELYN BROMS REVOCABLE TRUST U/A DATED 1/10/74, in its capacity as a Partner of the Mathew and Evelyn Broma Investment Partnership; RICHARD BROMS, in his capacity as Trustee for the Mathew Broma Revocable Trust, Mathew Broma Marital Trust A u/a dated 1/10/74, Mathew Broma Credit Trust u/a dated 1/10/74, and Evelyn Broma Revocable Trust u/a dated 1/10/74; IRREVOCABLE TRUST FOR THE BENEFIT OF ALISON SARAH BROMS DTD 11/7/1984, in its capacity as a Partner in the Mathew and Evelyn Broma Investment Partnership; and THOMAS MOSCOE, in his capacity as Trustee for the Irrevocable Trust for the Benefit of Alison Sarah Broma dtd 11/17/1984,

Defendants.

**STIPULATION AND ORDER FOR VOLUNTARY DISMISSAL
OF ADVERSARY PROCEEDING WITHOUT PREJUDICE**

Irving H. Picard (the “Trustee”), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC (“BLMIS”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa, *et seq.* (“SIPA”), and the substantively consolidated estate of Bernard L. Madoff individually (“Madoff”), by and through their counsel, Baker & Hostetler LLP, and (i) Mathew and Evelyn Broma Investment Partnership; (ii) Mathew Broma Revocable Trust, in its capacity as a Partner of the Mathew and Evelyn Broma Investment Partnership; (iii) Mathew Broma Marital Trust A U/A Dated 1/10/74, in its capacity as a Partner of the Mathew and Evelyn Broma Investment Partnership; (iv) Mathew Broma Credit Trust U/A Dated 1/10/74, in its capacity as a Partner of the Mathew and Evelyn Broma Investment Partnership; (v) Evelyn

Broms Revocable Trust U/A dated 1/10/74, in its capacity as a Partner of the Mathew and Evelyn Broms Investment Partnership; (vi) Richard Broms, in his capacity as Trustee for the Mathew Broms Revocable Trust, Mathew Broms Marital Trust A u/a dated 1/10/74, Mathew Broms Credit Trust u/a dated 1/10/74, and Evelyn Broms Revocable Trust u/a dated 1/10/74; (vii) Irrevocable Trust for the Benefit OF Alison Sarah Broms dtd 11/7/1984, in its capacity as a Partner in the Mathew and Evelyn Broms Investment Partnership; and (viii) Thomas Moscoe, in his capacity as Trustee for the Irrevocable Trust for the Benefit of Alison Sarah Broms dtd 11/17/1984, (“Defendants”), by and through their counsel, Elise S. Frejka of Frejka PLLC (collectively, the “Parties”), hereby stipulate and agree to the following:

1. On December 2, 2010, the Trustee filed and served the Complaint against Defendants.

2. On January 17, 2014, Defendants filed and served the Answer to the Complaint on the Trustee.

3. Pursuant to the Settlement Procedures Order, entered by this Court on November 12, 2010 [Dkt. No. 3181], the Parties entered into a Settlement Agreement and Release on October 12, 2016.

4. In accordance with Federal Rule of Bankruptcy Procedure 7041(a)(1)(ii), and Federal Rule of Civil Procedure 41(a)(1), the Parties hereby stipulate to a dismissal without prejudice of the Trustee’s claims against Defendants in the above-captioned adversary proceeding and dismissal of the adversary proceeding without prejudice, subject to the right of the Trustee to move *ex parte* to re-open this adversary proceeding in the event of an uncured default under the terms of the Settlement Agreement. Upon the Trustee’s receipt of the full Settlement Amount as set forth in the Settlement Agreement, and provided there is no default

under the Settlement Agreement, this dismissal shall be deemed with prejudice.

5. The provisions of this Stipulation shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and upon all creditors and parties of interest.

6. This Stipulation may be signed by the Parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic or electronic copy of this Stipulation shall be deemed an original.

7. The Bankruptcy Court shall retain jurisdiction over this Stipulation.

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Dated: November 3, 2016
New York, New York

BAKER & HOSTETLER LLP

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*Attorneys for Defendants Mathew and Evelyn
Broms Investment Partnership; Mathew Broms
Revocable Trust, in its capacity as a Partner of
the Mathew and Evelyn Broms Investment
Partnership; Mathew Broms Marital Trust A
U/A Dated 1/10/74, in its capacity as a Partner
of the Mathew and Evelyn Broms Investment
Partnership; Mathew Broms Credit Trust U/A
Dated 1/10/74, in its capacity as a Partner of
the Mathew and Evelyn Broms Investment
Partnership; Evelyn Broms Revocable Trust
U/A dated 1/10/74, in its capacity as a Partner
of the Mathew and Evelyn Broms Investment
Partnership; Richard Broms, in his capacity as
Trustee for the Mathew Broms Revocable
Trust, Mathew Broms Marital Trust A u/a
dated 1/10/74, Mathew Broms Credit Trust u/a
dated 1/10/74, and Evelyn Broms Revocable
Trust u/a dated 1/10/74; Irrevocable Trust for
the Benefit OF Alison Sarah Broms dtd
11/7/1984, in its capacity as a Partner in the
Mathew and Evelyn Broms Investment
Partnership; and Thomas Moscoe, in his
capacity as Trustee for the Irrevocable Trust
for the Benefit of Alison Sarah Broms dtd
11/17/1984*

SO ORDERED:

Dated: November 4th, 2016
New York, New York

/s/ STUART M. BERNSTEIN
Hon. Stuart M. Bernstein
United States Bankruptcy Judge